was thrown down and received serious injuries. The accused was charged with:

(i) causing grievous hurt by a negligent act an offence punishable under section 338 of the Penal Code;

(ii) failing to stop after an accident an offence under section 35 (1) and punishable under section 118 (1) of the Road Traffic Enactment 1937;

(iii) failing to report the accident at the nearest police station an offence under section 25 (2) and punishable under section 118 (1) of the Road Traffic Enactment 1937;

(iv) driving a motor vehicle on a road dangerously an offence under section 25 (1) of the Road Traffic Enactment 1937.

He was acquitted on the first charge under section 338 of the Penal Code, the Magistrate having found that the prosecution had not established a sufficiently high degree of negligence to justify a conviction under this section. This finding is not challenged by the learned Deputy Public Prosecutor.

The respondent was found guilty on the 2nd and 3rd charges, and fined $5 and $10 respectively.

As regards the fourth charge, the learned Magistrate did not convict under section 25 (1) (dangerous driving), but under section 26 (1) (inconsiderate driving), and fined the respondent $20.

The Public Prosecutor appeals against the sentence on the 2nd, 3rd and 4th charges, maintaining in particular that on the 4th charge the conviction should have been under section 25 (1), and a heavier sentence imposed.

The learned Magistrate in the course of his judgment says:

"The accident in my opinion could have been avoided if the accused on seeing the complainant unsteady in front of him applied his brakes immediately."

With this expression of opinion I unhesitatingly agree.

The respondent in his submissions to the Court said that he had the right of way and that the cyclist should have dismounted from his cycle so as to leave the road clear. The respondent did not appear to appreciate that a pedal cyclist has just as much right to use the road as a motor-cyclist. No careful driver would dream of trying to overtake a cyclist who was far from steady at the moment that a heavy lorry was coming in the opposite direction. To do so was to take an unjustifiable risk, and in my opinion constituted dangerous driving.

The conviction therefore will be altered to one under section 25 (1) of the Road Traffic Enactment, and a sentence of four weeks rigorous imprisonment will be imposed. The sentence will run from this date. The respondent's licence will be endorsed, but the fine will be repaid.

In view of the heavier punishment awarded in respect of the fourth charge, I do not propose to interfere with the fines on the 2nd and 3rd charges. I would point out, however, that a failure to stop, or a failure to report should be regarded as serious offences, and not as mere technical breaches of the law.

Appeal allowed. Conviction altered.

[REFERENCE BY A RENT ASSESSMENT BOARD]

MURRAY-AYNSLEY, J.

July 14, 1941.

RAMASAMY CHETTIAR vs. TEUNG TZE MENG & ANOR.

[Reference by Rent Assessment Board (Murray-Aynsley, J.) July 14, 1941]

Rent and Charged Land (Restriction) Enactment, 1940, section 7—Meaning of "his tenant"—Whether includes sublessee.

A landlord let premises to a tenant who lawfully sub-let part of the premises. At the expiry of the term the tenant left the premises but the sub-tenants refused to vacate the part sublet to them.

Held, that the provisions of section 7 of the Enactment applied to sub-tenants and that the landlord must therefore obtain the permission of the Rent Assessment Board before taking any steps to eject the sub-tenants.

Case referred to—

(1) *Hylton v. Heal* (1921) 2 K.B. 438.

Reference to the Court of a Judge by a Rent Assessment Board under section 12 of the Rent and Charged Land (Restriction) Enactment, 1940 (No. 14 of 1940).

The facts sufficiently appear from the judgment.

J. L. Woods for the landlord.—Under section 3 of Enactment 14 of 1940 premises include any part of any premises let separately. For any such part of premises the sub-tenant is for purposes of the Enactment a tenant and the head tenant is for purposes of the Enactment a landlord vis-a-vis that sub-tenant. This is all that is meant by the general statement that tenant and tenancy include sub-tenant and sub-tenancy. In other words the final definition in section 3 merely has the effect of applying in toto the provisions of the Enactment to sub-tenants as between them and their immediate landlords only. It does not make a sub-tenant a direct tenant of the head landlord. This is further borne out by section 7 where the word "his" before the word "tenant" in line

3 is of vital importance. This word cannot be construed logically unless it confines the operation of section 7 to attempted ejections of one party by his immediate landlord. In this case the sub-tenants now before the Court are not sub-tenants. They are mere trespassers.

The original tenant, The Salvation Army, had a tenancy for a time certain. It was not a monthly tenancy and they had no rights whatsoever after the date of the expiration of their tenancy. Nor can they acquire such rights except by some further agreement expressed or implied between them and the landlord. The so called sub-tenants could not obtain through them any greater rights than they possessed.

If the construction contended for by the so called sub-tenant is correct then a landlord with a whole row of houses and tenants waiting to rent the whole of each of them might be prevented from letting any house solely by reason of one sub-tenant at $1 per month in each house occupying a small cubicle only or alternatively that landlord would be compelled to embark himself on a retail cubicle business. The Enactment cannot have intended such results.

He cited **Hylton v. Heal**(1).

H. R. Rix for the sub-tenants.—The Enactment is perfectly clear—"tenant" includes sub-tenant. Only question for the Court is whether the Rent Restriction Board must give permission before action is commenced to eject sub-tenant. If landlord can eject a sub-tenant without permission of the Board then by interposing a "nominal" tenant between landlord and occupier the landlord can get round the Enactment and eject sub-tenant without sanction of the Board. The whole object of the Enactment to protect tenants or sub-tenants against their landlords would thus be frustrated.

Murray-Aynsley, J.—This is a point of law reserved by a Board established under the Rent and Charged Land (Restriction) Enactment No. 14 of 1940.

The facts are:

The landlord let the premises to a tenant for a term.

During the currency of the term the tenant lawfully sub-let part of the premises.

At the expiry of the term the tenant vacated the premises, but the sub-tenants refuse to do so.

The question is whether the landlord must obtain permission of the Board under section 7 before he takes steps to eject the sub-tenants.

Now it is I think clear that if the original tenants had refused to move they would have been entitled to the protection of the Enactment. That is to say a person whose term has expired is a tenant within the meaning of the Enactment, because it is only when the tenancy has come to an end that ejectment proceedings can be taken.

By section 3 the word "tenant" includes "sub-tenant", and it should be noted that, in this respect it differs from the English legislation; this is without any qualification of the context permitting or otherwise.

This, I think, rules out the case cited to me *Hylton v. Heal*(1) which is a case where the context did not permit the term tenant including "sub-tenant".

In the present case I think the whole matter would be perfectly plain but for the use of the word "his".

It has been argued on behalf of the landlord that "his" means that there must be an immediate relation of landlord and tenant and that the relation between the landlord and the sub-tenant of his tenant cannot be described as "his". I do not think the word "his" has any technical meaning and I do not suppose that the draftsman intended to introduce a technicality.

In ordinary language "my tenant" means the tenant of land belonging to me. I do not think therefore that the expression "his" tenant necessarily excludes a sub-tenant; the more so when it is remembered that protection to tenants which excluded sub-tenants would be illusory. The answer must be that the landlord must obtain leave of Board before he takes steps to eject the sub-tenants.

Order accordingly.

MURRAY-AYNSLEY, J.

February 10, 1941.

WILL and LEWIS vs. COLLECTOR OF ESTATE DUTY, F.M.S.

[Orig. Civil Juris. (Murray-Aynsley, J.) Feb. 10, 1941]

Estate Duty Enactment (Cap. 136), sections 4, 5 and 6—Transfer of charge to secure less than amount due on charge—No declaration of trust as to balance—Liability of transferee's estate to estate duty.

The original chargee transferred the whole of his interest ($30,000) in a charge to a Bank to secure his overdraft with that Bank. The overdraft standing at $12,000, the Bank transferred the whole of the interest of the original chargee to the deceased, and it was admitted that the deceased's beneficial interest in the charge was to secure the repayment of this sum of $12,000 only. The deceased made no declaration of trust in respect of the balance of the original chargee's interest in the Charge.

Held, that when the deceased died he was the registered proprietor of an interest in a charge to the extent of $30,000. Although his beneficial interest was for a lesser amount, the whole of the registered interest was property passing on his death. Once property is included in that passing on the death of the deceased duty is payable unless it can be shown to come within